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Title: **Saratoga, County of and Saratoga County General Unit, CSEA Local 1000, AFSCME, AFL-CIO (2005)**

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Union: **Saratoga County General Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT
BETWEEN
COUNTY OF SARATOGA
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME - AFL-CIO
JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

It shall be the policy of the County of Saratoga and the Saratoga County General Unit CSEA Inc, Local 1000 AFSCME, AFL-CIO and the purpose of this Agreement to promote harmonious and cooperative relations between the County of Saratoga and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the County of Saratoga, hereinafter referred to as the "Employer", and the Saratoga County General Unit of the CSEA Inc., Local 1000 AFSCME, AFL-CIO hereinafter referred to as "CSEA".

ARTICLE I

Recognition

Section 1. The Employer agrees that the CSEA shall be the sole and exclusive representative of all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. Pursuant to Section 208 of the Civil Service Law, CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 3. CSEA shall have exclusive payroll deduction of authorized deductions for employees.

Section 4. The Employer shall deduct from the wages of employees and remit to the CSEA or its designated agent regular membership dues and other authorized deductions for those employees who signed authorization permitting such payroll deductions and agency fees, equivalent to the dues levied by CSEA for those employees in the bargaining unit who are not members. In addition, the employer shall deduct on a bi-weekly basis an amount of money designated by the employee in writing from the paycheck of such employee who wishes a deduction(s) for United States Savings Bonds, and/or a Credit Union.

The Association agrees to indemnify the County and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by the Association.

Section 5. The Saratoga County General Unit, CSEA, Inc., affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation under its members to conduct, assist or participate in such a strike.

Section 6. The County shall furnish to CSEA a list of all employees in the bargaining unit, including name, work address, job title, department, date of hire and gross salary, when requested for contract negotiations. Such lists required at any other time will require payment of a \$35.00 fee by CSEA.

ARTICLE II

Collective Bargaining Unit

The County of Saratoga hereby recognizes the CSEA Inc. Local 1000 AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all employees, exclusive of part time, temporary, seasonal employees, elected and appointed officials, all Department Heads and those designated by agreement between the parties as set forth in Appendix D attached hereto and made a part hereof. All County employees shall be permitted such membership in CSEA to obtain the benefits of the insurance program of CSEA even though such member is excluded from the bargaining unit under this Article.

ARTICLE III

Compensation

Section 1A. The 2004 Compensation Plan for Saratoga County, as amended herein, shall become the 2005, 2006, 2007, 2008 and 2009 Compensation Plan and shall be in effect during the period of January 1, 2005 to December 31, 2009 for all employees who are included in the bargaining unit covered by this agreement. Salary schedules for each year of the agreement shall be attached as Appendix A and be included in and made part of the agreement. The County may alter such schedules by deleting and/or adding a salary line if it is determined during the yearly budgetary process that a position is to be removed and/or added from said schedule. Only in instances where the bargaining unit is affected, will the County consult with the Union prior to the deletion and/or addition of a salary line.

Section 1B. All employees under the Compensation Plan who, under the terms and conditions thereof, are entitled to receive an increment, shall receive their due increment for the duration of this Agreement.

Section 2. Effective 1/1/05 thru 12/31/09, employees eligible for an increment will receive such consistent with the appropriate compensation plan. Employees hired after July 2, 1977 are covered under Section 4 and Article IV, Section 3. All DPW Highway, hourly employees are covered under Article IV, Section 2 and Article XI, Section 4.

Section 3A. Salaries on the compensation plan for Saratoga County shall be increased as follows: effective January 1, 2005 a salary increase of 3.81% of actual salary shall be added to all positions on the salary schedule.

Section 3B. Effective January 1, 2006, a salary increase of 3.81% of actual salary shall be added to all positions on the salary schedule.

Section 3C. Effective, January 1, 2007, a salary increase of 3.81% of actual salary shall be added to all positions on the salary schedule.

Section 3D. Effective January 1, 2008, a salary increase of 3.81% of actual salary shall be added to all positions on the salary schedule.

Section 3E. Effective January 1, 2009, a salary increase of 4.00% of the actual salary shall be added to all positions on the salary schedule.

Section 3F. Any retroactive payments due under this agreement will only be made to employees who are on the payroll or any type of approved leave as of the date of ratification/approval of this agreement.

Section 3G. Effective the first full pay period after the final approval of this agreement by both the Association and the County, the salary adjustments set forth on Appendix "A" shall be implemented.

Section 4. All employees hired after July 2, 1977 shall receive increments of \$300 plus at the completion of each of the first five years of full-time employment. Such increments will be paid on the payday for the first full pay period following the anniversary date.

The anniversary date is based on the employee's first date of permanent, temporary or provisional employment on a continuous basis for Saratoga County, provided there is no break in service of the employment of any such employees.

All employees hired prior to July 2, 1977 shall continue to receive their increments in accordance with Section 1B of this Article and Article IV of this contractual agreement.

ARTICLE IV

Longevity

Section 1. Longevity increments, as provided in the Compensation Plan shall continue when due the employee, for the duration of this Agreement. Longevity steps are established at the completion of seven (7) years, nine (9) years, eleven (11) years, eighteen (18) years and twenty-four (24) years.

Section 2. In addition to the salary increase set forth by this Agreement, all hourly DPW/Highway employees who have completed seven (7) years of service shall receive a seven (7) year increment of \$.10 added to their hourly rate; after 10 years of service shall receive a 10-year increment of \$.10 to be added to their hourly rate and also an additional longevity increment of \$.10 after completion of 15 years of service; an additional longevity step of \$.10 to be added to their hourly rate at completion on 18 years of service. Effective January 1, 2000 this increment shall be maintained as an integral part of the salary structure and paid on the anniversary date of the employee.

Section 3. All new employees permanently hired after July 2, 1977 shall receive longevity increments at the completion of seven (7) years of service, ten (10) years of service, fifteen (15) years of service, eighteen (18) years and twenty-four (24) years of service. A longevity increment for twenty-four (24) years of service becomes effective January 1, 2005. Such longevity increments will be payable on the first day of the first full pay period following the date of completion of the longevity service requirement. All employees permanently hired prior to the above date shall continue to receive longevity increments in accordance with Section 1 or Section 2 of this article.

ARTICLE V

Work Day and Work Week

Section 1. All full time employees other than those employed by Maplewood Manor, the County Sewer District or the Department of Public Works, are employed on a five (5) day per week, seven (7) hour per day work week, excluding a one-hour lunch period (35-hour work week). The hours of work shall be from 9:00a.m. to 5:00p.m.

Section 2. All full-time employees of the DPW/Highway Department are employed as follows:

- (A) DPW/Highway Clerical - 35-hour workweek; 9:00a.m. to 5:00p.m. inclusive of a one (1) hour lunch period.
- (B) DPW/Highway Engineering - 35-hour workweek; 9:00a.m. to 5:00p.m. inclusive of one (1) hour lunch period.
- (C) DPW/Highway Hourly - 40-hour work week exclusive of a one-half (1/2) hour lunch period.
- (D) DPW/Maintenance - 40-hour workweek; 7:30a.m. to 4:00p.m. inclusive of a one-half (1/2) hour lunch period.
- (E) DPW/Cleaning Salaried Employees - 40-hour work week; 3:00p.m. to 11:30p.m. inclusive of one-half (1/2) hour lunch period.

Section 3. In the Maplewood Manor, all full time employees shall work a thirty-seven and one-half (37 1/2) hour week, exclusive of one-half hour lunch period, for each of the three shifts established.

The normal work period for Maplewood Manor employees shall be ten (10) days for each 14-day period, which shall be defined as the fourteen (14) consecutive day period beginning seven (7) a.m. Friday. The remaining four days off shall be given in two units of two days each, but such two-day units may be split to one-day units, with the consent of the individual employee involved.

Section 4. Maintenance and grounds personnel assigned to Maplewood Manor shall work a 40 hour work week; 7:30a.m. to 4:00p.m. inclusive of a one-half (1/2) hour unpaid lunch period.

Section 5. Sewer District

A. Operations personnel will work on a rotating shift on the following basis:

DAY	HOUR	SHIFT
1	12	11:30AM - 12 Midnight
2	12	11:30AM - 12 Midnight
3	8	3:30PM - 12 Midnight
4	8	3:30PM - 12 Midnight
5	8	3:30PM - 12 Midnight
6	8	3:30PM - 12 Midnight
7	8	3:30PM - 12 Midnight
8	OFF	
9	OFF	
10	8	7:30AM - 4:00PM
11	8	7:30AM - 4:00PM
12	8	7:30AM - 4:00PM
13	8	7:30AM - 4:00PM
14	8	7:30AM - 4:00PM

15	OFF	
16	OFF	
17	8	11:30PM - 8:00AM
18	8	11:30PM - 8:00AM
19	8	11:30PM - 8:00AM
20	8	11:30PM - 8:00AM
21	8	11:30PM - 8:00AM
22	12	11:30PM - 12 Noon
23	12	11:30PM - 12 Noon
24	OFF	
25	OFF	
26	OFF	
27	OFF	
28	OFF	

- B. Laboratory Technical personnel are employed on a five (5) day per week, seven and one-half (7 1/2) hour per day workweek excluding a one-half hour lunch period (37 1/2 hour work week.)
- C. Maintenance personnel are employed on a five (5) day per week, eight (8) hour per day work week, excluding a one-half hour lunch period. (40-hour work week).
- D. All other employees of the Sewer District are employed on a five (5) day per week, seven (7) hour per day work week exclusive of a one hour lunch period (35-hour work week).

Section 6. Normally, employees shall have two consecutive 24-hour days, a total of 48 consecutive hours off each week.

Section 7. Where, however, the hours of employment for any County employee are different from the hours hereinabove set forth, those hours, as previously established, shall continue.

ARTICLE VI

Overtime, Compensatory payment and Other Benefits

Section 1. DPW/Highway employees work a 40-hour work week, exclusive of Clerical and Engineering personnel.

For those employees listed above and for all employees whose normal work week is 40 hours, all hours worked beyond 40 hours per week shall be compensated at a rate of time and one-half the affected employees hourly rate or at compensatory time off as stated in Section 7.

To determine the employee's overtime rate, the current salary of the highway employee shall be divided by the number of hours consistent with the annual pay periods set by the County Treasurer's Office.

Employees of the Maplewood Manor work a normal work week as indicated in Article V (3). All hours worked in excess of 80 in said work period will be compensated at a rate of time and one-half of the affected employees hourly rate or with compensatory time off as described in Section 7. To determine the employee's overtime rate, the current salary of the employee shall be divided by the number of hours consistent with the annual pay periods set by the County Treasurer's Office.

Section 2. In all other Departments, compensation for hours worked in excess of 35 per week shall be received. This compensation shall be in the form of:

- a. Equal time off for hours worked between 35 and 40 hours; or
- b. The employee will be paid straight time at his/her current hourly rate.
- c. See Section 7 for details.

The Department Head shall decide the form of compensation to be granted, and such compensation will be given within 60 days of the date on which the excess hours were worked.

To determine the hourly rate for salaried employees covered in this section, the current salary that employee is receiving shall be divided by the number of hours consistent with the annual pay periods set by the County Treasurer's Office.

In no event will overtime, as hereinabove set forth, be paid to any County employee not covered by the Fair Labor Standards Act or exempted from the Fair Labor Standards Act as Executive,

Administrative, or Professional. All current titles eligible for overtime as of December 31, 1994, shall continue to be eligible for overtime.

Section 3. Shift Differential Relative to Maplewood Manor employees, Cleaners assigned to DPW and Public Health Nurses:

Those employees working an afternoon shift (3:00p.m. to 11:00p.m.) will be paid an additional 3 1/2% of their actual rate. Those employees working the night shift (11:00p.m. to 7:00a.m.) will receive an additional 7% of their actual rate. Effective 9/14/05, Public Health Nurses who work a shift that includes 4:00PM will receive 3 1/2% additional on their hourly rate for hours from 4:00PM until the end of that shift.

Section 4. Hourly employees in the DPW/Highway Department will be paid overtime based on the actual hours shown on their time cards in tenths of an hour.

Section 5. All County employees will be paid a minimum "show-up pay" of three hours straight time pay for the first two hours, or any fraction thereof, worked. Anything in excess of the first two hours will be paid at the rate of time and one half for each hour or fraction of an hour thereof. This paragraph is intended to cover and does cover only those situations where an employee is called out outside of regular work hours on an emergency and his/her employment as the result of said emergency is terminated outside of his/her regular work hours.

Section 5 B. All Child Welfare and HEAP employees and employees of Public Health who are on-call Monday through Friday shall receive twenty-five (\$25.00) dollars per night in addition to any wages earned when such employees are required to work. The on-call fee shall be paid for each twenty-four (24) hour period or part thereof between Monday and Friday. Additionally, such employees who are on-call during a weekend (Saturday and Sunday) shall receive sixty-five dollars (\$65.00).

Such employees who are on-call on a holiday shall receive *thirty dollars (\$30.00) for each holiday the employee is on-call. For the following listed three holidays: Thanksgiving, Christmas and New Year's the on-call rate will be (\$65.00) sixty-five dollars.*

Fees paid for weekend(s) or holiday(s) shall be in addition to any wages earned when the employee(s) is required to work on a weekend or holiday. Wages paid shall be at the applicable straight or overtime rate.

Section 6. When computing overtime, any leave time taken and deducted from an employee's accumulated credit, shall be considered as a day worked.

Section 7. All persons eligible for overtime under this agreement shall be allowed to take compensatory time off if they so desire at the rate of time and one-half (1 1/2) for the hours worked beyond forty hours or paid at the rate of time and one-half (1 1/2) for all such hours. Compensatory time shall only be taken with the approval of the Department Head.

Section 8. In Maplewood Manor:

When an employee is called in to work on his/her normal day off, he or she shall be compensated therefore on the basis of time and one-half of his or her hourly rate of pay.

A. Distribution of Overtime at the Maplewood Manor

1. Available overtime for non-supervisory work shall be distributed on the basis of overtime rosters by title or by groups of titles by work location equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved. Original placement on overtime rosters shall be based on seniority.

2. Overtime shall first be offered to employees in seniority order from the overtime roster. Refusal of voluntary overtime shall be treated as overtime worked for the purpose of placement on the voluntary overtime roster. If no employee elects to accept the overtime assignment, it shall be assigned on a mandatory basis to employees in reverse order of seniority. Any employee who is passed over on the mandatory overtime roster as a result of his or her not being on duty when mandatory overtime is distributed, shall retain his or her position on the mandatory overtime roster.

3. Nothing contained herein shall limit the development of departmental labor/management procedures regarding the distribution of overtime.

4. Departmental procedures should provide notice to employees of the possibility of a mandatory overtime assignment. When it is known, notice of such overtime shall be given to employees at the beginning of their regular shift.

B. Distribution of Overtime at the Sewer Department.

The assignment of voluntary overtime shall be first offered to employees in a rotating seniority order from the overtime roster, subject to the employee being qualified to perform such work.

Section 9. The Employer agrees to furnish one meal allowance of ten dollars \$10.00 for Highway and Sewer District employees for twelve (12) consecutive hours worked and two meal allowances of \$10.00 each for sixteen (16) consecutive hours worked in any one day. For purposes of this section, Sewer District employees working the regular twelve (12) hour shift (Article V, Section 5) shall receive such allowances after sixteen (16) or twenty (20) consecutive hours worked.

For purposes of this section, one (1) day shall be defined as a twenty-four (24) hour period beginning when the employee starts work and ending twenty-four hours later.

Section 10. The Employer agrees to continue the lunch allowance of \$10.00 for those salaried employees who heretofore have been paid for such noon meals. However, employees who are not now receiving payments for noon meals and all employees hired after July 1, 1981, will not be reimbursed for such noon meals.

Section 11. A Registered Nurse or LPN designated to be in charge of a unit shall receive an additional compensation of \$1.25 for each hour worked.

Section 12 A. Effective 1/1/92, all full-time employees who are regularly scheduled to work weekends on a routine basis will receive an additional five (5%) percent of their actual rate for all weekend days worked, exclusive of on-call status as per Article VI, Section 5B.

Section 12 B. For the purpose of determining which employees are eligible for weekend differential pay:

In the Maplewood Manor, for the 11:00p.m. to 7:00a.m. shift ONLY, the weekend will start at 11:00p.m. Friday night, and will end at 7:00a.m. Sunday morning.

In the Sewer District, for the 11:30p.m. to 12 noon shift ONLY, the weekend will start at 11:30p.m. Friday night and will end at 12 midnight on Sunday.

All Public Health Nurses regularly scheduled to work on a weekend effective September 14, 2005 are also eligible for weekend differential pay.

ARTICLE VII

Retirement and Health Insurance

Section 1 (a). The Employer agrees to continue to provide the Improved Non-Contributory State Career Retirement Plan 75(i), known as the Non-Contributory "25 Year Career" Plan for all employees hired on

or before June 30, 1976 (as other than a CETA employee) and all employees hired under the CETA program prior to September 1, 1975. The Employer further agrees to continue, for all employees the option of applying unused sick leave as additional service credit upon retirement and the prerogative of purchasing service credit for World War II military service.

(b) All employees hired on or after July 1, 1976 (as other than a CETA employee) will be enrolled as members of the contributory New York State Employee's Retirement System's Coordinated Escalator Plan (Tier 3). This section shall be amended to the extent necessary to reflect changes in the Retirement and Social Security Law of the State of New York, as it applies to "Tier 3" employees.

(c) All permanent full-time employees hired on or after September 1, 1983 will be enrolled in the contributory New York State Employees' Retirement System as Tier 4 members.

Section 2. Health Insurance

All permanent employees shall be eligible for membership in Saratoga County Health Insurance Plan or such Health Plan as may be selected by the County pursuant to the terms of this Agreement.

The Saratoga County Health Plan shall continue to provide the Blue Shield hospital, surgical and medical coverage formerly known as "Par Plus", now known as Traditional Blue 907. In addition to such benefits which were heretofore provided, the Health Insurance Plan will incorporate the following provisions:

Effective 1/1/06 the Saratoga County Health Plan shall offer the Blue Shield coverage known as POS 213 for its new employees. There shall be no new enrollment in the Blue Shield coverage formerly known as "Par Plus". Those employees in the "In Lieu" program as of 1/1/06 shall be allowed to join "Par Plus" on one occasion.

- (a) Second Opinion Surgery (Mandatory) which provides a 50% reimbursement (after major medical deductible) if no second opinion is received. Normal plan provisions if second opinion is received.
- (b) Ambulatory Surgery at 100% as an out-patient, 50% as inpatient with no hospital coverage.
- (c) Precertification of all elective admissions (non-emergency and non-maternity). No payments made for hospitalization in excess of precertification determination without approval of Blue Shield Panel of Doctors.
- (d) Effective 1/1/05 the major medical deductible will be \$200

per person. Effective 1/1/06 the major medical deductible will be \$300 per person, \$600 for 2-person and \$900 for family. Effective 1/1/08 the major medical deductible shall increase to \$350 per person, \$700 for 2-person and \$1,050 for family.

- (e) Effective 1/1/05 the inpatient/outpatient deductible shall be \$200. Effective 1/1/06 the inpatient/outpatient deductible shall increase to \$300. On 1/1/08 the inpatient/outpatient deductible shall increase to \$400 per person.
- (f) Effective 1/1/05 for those members enrolled in the Blue Shield POS 213 health insurance coverage, the co-pay for office visits shall be \$10.00. Effective 1/1/06 for those members enrolled in the Blue Shield POS 213 health insurance coverage, the co-pay for office visits shall be \$15.00. Effective 1/1/08 the co-pay for office visits shall be \$20.00
- (g) Effective 1/1/06 all employees enrolled in all Blue Shield coverage shall have a drug card issued for filling of prescriptions. The co-pays for prescription drugs shall be five dollars (\$5.00) for generic, twenty dollars (\$20.00) for formulary and forty dollars (\$40.00) for non-formulary (Except for those employees who opted to remain in the Traditional Plan as of 12/31/05) or per consent award #4, #5, #6 in Appendix E.

For employees hired by the County before January 1, 2001 the Employer shall pay the total cost of the Saratoga County Health Insurance Plan or other health insurance plan selected by the employer for individual and dependent coverage as selected by the employee. For employees hired by the County on or after January 1, 2001, the Employer shall pay 85% of the cost of the Saratoga County Health Insurance Plan including dental coverage or other health insurance plan selected by the Employer for individual and dependent coverage as selected by the employee and the employee shall be responsible for the remaining 15% of such cost. Effective January 1, 2001, the County shall offer to employees an alternative health insurance plan which will be known as the Point of Service Plan. For those employees hired by the County before January 1, 2001, the Employer shall pay the total cost of the Point of Service Plan. For those employees hired by the County on or after January 1, 2001, the Employer will pay 85% of such costs and the employee shall pay the remaining 15% of the costs of individual or dependent coverage for such plan.

In the event of a change of the health insurance carrier, such change shall be made by the employer only after not less than sixty (60) days written notice to and consultation with CSEA. The terms

"Carrier" or "Private Carrier" shall include the County of Saratoga under any self-insurance plan. The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

Employees retiring on or after January 1, 1974, the County will assume the payment of said retiree's health insurance premiums at the same rate such contributions were made for said employee prior to retirement which become due following the date of the execution of this Agreement, in accordance with the coverage (individual or family) which the employee had at the time of retirement.

Effective 1/1/08 all employees must have ten (10) years of continuous full time service as a County employee and be eligible to collect a retirement allowance from a retirement administered by the State of New York or one of its civil divisions for the employee to be eligible for health insurance benefits in accordance with the level of payment and coverage the employee had at the time of his or her retirement. If the County policy on years of service requirement falls below 10 years, the requirement for County employees (CSEA) will be the same.

Effective June 1, 1981, the Employer will implement an experimental policy, for the duration of this contract, to allow employees eligible for participation in the Saratoga County Health Insurance Plan to provide for their own health insurance. Each employee (except employees whose spouses are eligible for the plan) eligible for the Saratoga County Health Insurance Plan may elect to refuse participation in the plan and provide for their own health insurance.

The County will place \$150.00 in a trust account for each month that the employee is eligible but does not elect coverage under the County Health Insurance Plan. The employee will receive the funds so accumulated by December 15 of each year or upon termination from the County. The County acknowledges that in the event that an employee elects to provide for his or her own health insurance coverage, and such self-provided coverage is subsequently terminated, said employee will be granted coverage under the County Health Insurance Plan on the first day of the month following notification of the termination of other coverage. Employees hired by the County before January 1, 2001 who have opted out of the County Health Insurance Plan may opt back into the plan, as appropriate, at some future date and will be provided coverage at the same level (100%) as other employees hired by the County before January 1, 2001.

Section 3. The Employer shall continue to provide New York State Disability Insurance for all employees covered under this Agreement. Each employee shall pay the maximum weekly amount as provided under

statute. The employer reserves the right to change carriers provided the benefits are equal to or better than those currently available.

Section 4. The Employer agrees to continue to provide Malpractice Insurance for all public health nurses and all employees of Maplewood Manor involved in patient care. The Employer shall pay the full cost of such insurance.

Section 5. Employees who are absent due to a work-incurred injury or disability covered under Workers' Compensation, shall continue to be covered under the County's Health Insurance Plan as though they were actively employed, for a period of six (6) months, beginning with the onset of such absence. At the end of such six (6) months, the Personnel Officer will review the matter and may, at his/her discretion, grant an additional period of coverage up to six (6) additional months.

Section 6. Dental Plan

Effective January 1, 1986, all permanent employees of the County payroll will be eligible for the Saratoga County Dental Plan. The Employer will provide the Blue Shield Dental Plan with basic coverage and rider A-1.

- (A) The Employer shall pay the cost in the same formula as other health insurance coverage of the aforesaid dental plan or other plans selected by the Employer for individual and dependent coverage as selected by the employee. In case of a husband and wife where both spouses are eligible employees and one enrolls for family coverage, the other spouse is not eligible for coverage except as a dependent of the enrolled spouse.
- (B) The County acknowledges that in the event that an employee elects to provide for his or her own dental plan coverage, and such self-provided coverage is subsequently terminated, said employee will be granted coverage under the County Plan at the earliest possible date following notification of termination of the other dental coverage.
- (C) In the event of a change of the dental plan carrier, such change shall be made by the Employer only after not less than sixty days written notice to and consultation with CSEA. The terms "carrier" or "private carrier" shall include the County of Saratoga under any self-insurance plan.

The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

(D) This dental plan will not be provided to persons after retiring from County employment.

Section 7. The County agrees to implement a Section 125 Internal Revenue Code Plan effective January 1, 2001.

ARTICLE VIII

Holidays

Section 1. All County employees shall enjoy 12 paid holidays per year for the duration of this Agreement. The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Section 2A. When a holidays falls on a Saturday, the day to be observed shall be the preceding Friday, and when a holiday falls on a Sunday, the day shall be observed on the following Monday.

Section 2B. For those Maplewood Manor, Sewer District and Public Health employees routinely scheduled to work Saturdays, Sundays and Holidays, the Actual Holiday will be observed.

All other employees in the Maplewood Manor and Sewer District will observe the holidays as detailed in Article VIII, Section 2A.

Section 2C. For the purpose of determining which employees on the third shift (or night shift) shall receive holiday pay -

In the Maplewood Manor, for the 11:00p.m. to 7:00a.m. shift ONLY, the holiday will start at 11:00p.m. the night before the actual holiday and end at 7:00a.m., end of shift, on the actual holiday.

In the Sewer District, for the 11:30p.m. to 8:00a.m. and 11:30p.m. to 12 noon shift ONLY, the holiday will start at 11:30p.m. the night before the actual holiday, and end at 8:00a.m. or 12 noon, end of shift, on the

actual holiday. For the 11:30a.m. to 12 midnight shift, the holiday ends at 12 midnight.

Section 3. If a holiday(s) falls within a vacation period of an employee, the vacation period of such employee shall be extended by the holiday(s) that falls within the employee's vacation period.

Section 4. An employee scheduled to work on the day before a holiday, a holiday or the day after a holiday shall report to work or forfeit his or her holiday pay. This provision shall be waived when such employee is on sick leave, duly authorized personal leave, bereavement leave or other type of duly authorized paid leave. In this instance(s) the employee shall be deemed to have worked and shall receive his or her holiday pay as well as any other pay due him or her.

Section 5. Any full-time County employees required to work on a holiday as depicted in Section 1 shall have the option of receiving time and one-half for the holiday worked in addition to an alternative day off (i.e., bank the holiday). The employee may otherwise elect to receive double time and one-half for the holiday worked, exclusive of on-call status per Article VI, Section 5B. In no event shall the calculation of time worked on a holiday exceed the benefit detailed above with the exception of four (4) "Super" holidays: New Year's Day, 4th of July, Thanksgiving Day and Christmas, whereas the employee can elect to receive double time and $\frac{1}{2}$ for all hours worked.

Section 6. Employees who work on a "Super" holiday - New Years Day, 4th of July, Thanksgiving Day, Christmas Day, shall receive 2 $\frac{1}{2}$ x hourly rate for all hours worked. (The "Super" holiday shall be the actual holiday.)

ARTICLE IX

Vacation

Section 1. An employee shall be entitled to vacation only upon completion of one year of service.

For purposes of computing vacation entitlement, employee's anniversary date shall be defined as the date of original appointment with Saratoga County (exclusive of time spent in CETA work experience program) provided there was no break in service of more than one year. The anniversary date will be adjusted to reflect unpaid leaves of absence of more than three months.

After completion of one year of service and until completion of seven (7) years of service, an employee shall be entitled to two weeks paid vacation.

After completion of seven (7) years of service and until completion of eleven (11) years of service, an employee shall be entitled to three weeks paid vacation.

Upon completion of eleven (11) years of service, an employee shall be entitled to four (4) weeks paid vacation.

Upon completion of fifteen (15) years of service, employees shall receive an additional five (5) days of vacation. Such fifth week of vacation shall be in exchange for five (5) sick days. These five (5) sick days will automatically be removed from the employee's sick bank unless the employee gives notice to the County thirty (30) days prior to his/her anniversary date that such a benefit is not wanted. The employee must have at least five (5) sick days in his/her bank to qualify.

For employees hired on or after January 1, 1971, the anniversary date of his or her employment shall determine his or her eligibility for vacation period. Accrued vacation shall be taken within the twelve month period following the anniversary date of his or her employment.

For employees hired prior to January 1, 1971, vacations shall continue to be taken during the following calendar year.

Section 2. An employee upon termination of his or her service with the Employer shall receive cash payment for all vacation days due the employee at the time of his or her termination.

No vacation shall accrue until the completion by the employee of twelve months of employment and vacation periods thereafter shall accrue only upon the completion of each twelve month period of employment.

Section 3. With good reason shown and with the written approval of the Department Head and the Personnel Officer, all or part of any employee's vacation may be carried over to the succeeding year providing that application is made to the Department Head not less than 30 days prior to the termination of the period of employment during which said vacation period would normally be taken.

Section 4. If an employee becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have his or her vacation time adjusted provided such employee notifies his or her immediate supervisor of the change and submits a physician's statement to such supervisor upon his or her return to work.

Section 5. Should a death occur in the immediate family of an employee on vacation, such employee shall be allowed to use his or her bereavement leave as stated in this Agreement and have his or her vacation credited with the number of days used.

Section 6. Unless otherwise modified by the above, the vacation selection policy of the County shall continue in full force.

Section 7. Departmental Seniority (as defined in Article XII, Section 1) shall be a determining factor in evaluating request for use of leave accruals.

Section 8. Vacation Requests for Employees of the Maplewood Manor.

A. All vacation requests shall be responded to, in writing, within two (2) weeks of submittal.

B. It is expressly recognized that a response stating "At this time the request cannot be approved", shall be accompanied by a reason for such denial.

C. The practice of rotating vacation leave (limited to 2-3 days) around holidays (Christmas) will continue, as determined by the Supervisor.

ARTICLE X

Leave Policies

Section 1. Sick leave with Pay.

A. An employee of Saratoga County shall be granted sick leave with pay of one working day per month or 12 working days per year. An employee may accumulate sick leave to a maximum of 250 days, which leave may be taken in one-hour units or full days units as needed and provided for by the provision of this Article.

B. (1) Any employee covered under this Agreement shall be allowed to take sick leave with pay up to the maximum amount accumulated by the employee because of personal sickness or disability or up to a maximum of one-third (1/3) of their accumulated sick leave in any year because of sickness or disability of a member of such employee's immediate family. Immediate family shall be defined as spouse, mother, father, or children. In addition, the employee shall be allowed to take sick leave for other members of the family meeting the Internal Revenue Service dependency definition and who are living in the same household.

(2) An employee who is absent because of illness or disability for more than two (2) consecutive days *may be required by his or her Department Head to provide a physician's statement of sickness or*

disability. In the event a pattern of abuse is discerned by the Department Head, a physician's statement may be required at any time and the employee may be ordered to be examined by a physician selected by the County at the expense of the County.

(3) Allowable and allowed sick leave time as well as other paid leaves under this Agreement shall be considered for all purposes as continuous service.

(4) Any employee isolated or quarantined because of exposure to a communicable disease while performing his or her duties shall receive full pay for the period of isolation or quarantine without loss of sick leave or other type of leave. In order to receive such full pay without loss of sick leave or other type of leave, the employee shall be quarantined or isolated by a public health officer.

Any employee isolated or quarantined because of exposure to a communicable disease while not in the performance of his or her duties shall be allowed to use his or her accumulated sick leave as per this Article.

(5) An employee who becomes pregnant and is an employee of the County of Saratoga shall be allowed to work for as long as she is physically able. The employee shall notify her Department Head by the fifth month of such pregnancy and present a doctor's statement of fitness by the seventh month. Prior to beginning her leave, the employee shall provide her Department Head with a statement noting the length of the leave and the date of her expected return. The employee shall be allowed to take a leave of absence for a period not to exceed one year. Upon her return from the leave, the employee shall be reinstated to the position she vacated and her seniority returned. In addition, such employee shall be placed on the same step of salary schedule which she had attained at the time such leave began. If unpaid leave portion of employee's maternity leave amounts to 90 calendars days or less, all unused accrued sick leave, etc., shall be reinstated and anniversary date will not be affected.

(6) An employee who is injured because of his/her employment and is unable to perform his/her work may use his/her accumulated sick or vacation time, thereby receiving his/her full pay; or, he/she may elect to be paid the Workers' Compensation rate directly by the Self-Insurance Pool. His/her pay from the Self-Insurance Pool will be based on his/her degree of disability up to a maximum of 2/3 of his/her regular pay during the prior year for total disability. The total rate cannot exceed the current maximum Workers' Compensation rate.

If an employee has no accumulated sick or vacation days, he/she will be paid directly by the Self-Insurance Pool at the compensation rate.

In the event the employee uses his/her accumulated sick time, the Self-Insurance Pool will reimburse his/her employer at the proper compensation rate up to 2/3 of salary, and the employer in turn will reinstate the equivalent sick or vacation days up to a maximum of 2/3 of the sick or vacation days used by the employee.

Lump-sum payments made for schedule loss injuries shall be retained by the employee after deducting the advance salary paid the claimant during his/her recovery period by his/her employer and/or any advance payments previously made directly to him/her for any period during which his/her right to benefits under the Workers' Compensation Law were not determined. This reimbursement will be made according to an order by the Workers' Compensation Law Judge.

Section 2. Personal Leave:

After one year of service and on prior approval of the Department Head, all employees shall be granted personal leave with pay not to exceed three work days in any year, which leave may be taken in one hour units or full days units as needed. Such personal leave days when used shall not be deducted from employee's sick leave accumulation credits and, if not used, shall be added to employee's sick leave accumulation.

Section 3. Bereavement Leave.

A. Employees shall be allowed to be absent without loss of pay, by reason of each death in the immediate family for 5 consecutive calendar days dating from the death of the relative. For purposes of this section, the term "immediate family" shall mean parent, brother, sister, spouse, child, step-parent or step-child.

B. Employees shall be allowed to be absent without loss of pay, by reason of each death of close relative for three consecutive calendar days dating from death of the relative. For purposes of this section, "close relative" shall be defined as grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of employee.

C. At the employee's request and at the Department Head's approval, one (1) bereavement day may be reserved for a later date due to unusual circumstances.

Section 4 A. Leave of Absence:

A leave of absence without pay not to exceed the maximum period permitted by law may be granted for full-time employees, upon recommendation by the Department Head to the Personnel Officer and with said Personnel Officer's approval.

Notice of such leave of absence may be filed with such Department head. Leave of absence may be granted for the following reasons only: Professional training or improvement, extended personal or family illness and military service. An employee who is granted a leave of absence by the Department Head and the Personnel Officer shall at the termination of the leave of absence, upon application therefore, be reinstated with seniority and all accrued benefits to the position he or she held at the commencement of the leave of absence. In addition, such employee shall be placed on the same step of the salary schedule which he or she had attained at the time the leave began.

Section 4 B. Leave under the Family and Medical Leave Act would begin when the employee goes on unpaid leave status and may be used for any of the following reasons only:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- for a serious health condition that makes the employee unable to perform the employee's job.

Employees taking leave pursuant to the Family and Medical Leave Act, due to their own serious health condition, shall be required to use their accrued sick time (if any) during such leave.

Section 4 C. Military Leave of Absence

1. Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted a military leave of absence at full pay for all such period, not to exceed thirty (30) calendar days a year, pursuant to Section 242 and 243 of the Military Laws of the State of New York.

2. In addition, due to the strong support by Saratoga County of the dedication and sacrifice of all members of the Reserve and National Guard Forces of this State or Nation, the County will, in the event of the involuntary activation of a County employee to serve in the Reserve or National Guard Forces of this State and Nation:

a. continue any existing health insurance benefit coverage for such employees for a period of such involuntary activation not to exceed the first 180 days of such service; and also,

b. pay, upon application, to such employee the difference, if any, between the employee's normal County salary and the military

pay for a period of such involuntary activation not to exceed the first 180 days of such service.

Section 5. Reinstatement. Reinstatement shall be governed by the recommendation of the Department Head to the Personnel Officer and with said Personnel Officer's approval. If an employee leaves a department for any reason, and is rehired by the same or another department of the County after no more than 90 calendar days, all accrued sick leave, etc., shall be reinstated.

Section 6. Jury Duty:

Any employee will be paid the difference between his or her Jury Duty pay and his or her regular pay. Employees are to return to regular duties provided he or she has four or more hours left of his or her regular scheduled day.

ARTICLE XI

Working Conditions

Section 1 A. All employment vacancies throughout the County shall be posted within all facilities and worksites for forty-eight (48) hours, except in an emergency situation, unless a civil service eligibility list exists. Copies of said postings shall be forwarded to the union president at the time of posting. During the period of such posting, interested employees may apply on the form provided by the department administrator.

The selection of the employee for placement shall be made by the department administrator based on his/her determination of the qualifications and seniority of all employees so applying. If the qualifications are deemed to be equal, the senior employee shall be selected and the administrator's decision shall be final.

The parties agree that this provision shall not be so interpreted so as to preclude the consideration of non-employee applicants for the position by the administrator.

Section 1 B. Where the employment in a department is carried on by shifts, no person who has been employed on a particular shift for a period of one year or more shall be changed to a different shift except temporarily during an emergency without the consent of the employee except where, in the discretion of the Department Head, such change is necessary for the efficient operation of such Department, in which case the CSEA shall be notified at least 2 weeks in advance of such change and the reasons therefore.

In all cases of change in shift assignments, temporary or permanent, reasonable notice thereof where possible shall be afforded

to the employee to allow necessary changes of that employee to accommodate the change.

Section 2. All County employees shall be placed on a 26-payroll period, whereby an employee shall receive his or her paycheck every two weeks.

Section 3. Mileage:

A. Authorized use of personal vehicles for official County business shall be reimbursable at the maximum allowed rate set by the Internal Revenue Service. Such rate changes will occur the first day of January following the publication of said rate changes by the I.R.S.

B. The County will provide excess insurance coverage on its auto insurance policy up to a one million dollar limit at no cost to the employee. Such coverage is for the employee's protection but only when the employee is using his/her private vehicle on official County business. The excess coverage is effective once the limits of the employee's personal insurance have been reached.

C. The County will provide the defensive driving course at no cost to the employees who are issued a blue card by the County.

Section 4. DPW/Highway Merit Ratings:

Any increase in the hourly rate of a DPW/Highway employee shall be made by the Commissioner of Public Works only after notice thereof has been given to the CSEA Unit President who shall be given a reasonable opportunity to express his/her views thereon. CSEA shall have the right to challenge any such increase where CSEA reasonably believes that such increase may undermine the "merit" system. Such challenge shall be made pursuant to the grievance procedure.

An increase based upon merit or granted to retain the services of a valued employee shall not be the basis for challenge. The question of merit and the extent of any raise, however, shall be subject to review in a grievance procedure.

Section 5. In the event of a reduction in personnel (see Article XII) in a department, the County shall endeavor to offer these employees other suitable County employment.

Section 6. All non-competitive and labor class employees who have two (2) years of service shall be covered under the procedure set forth in Article XIX as it relates to removal and/or suspension.

Section 7. The County shall furnish all employees of the County check stubs showing deductions from their pay.

Section 8. Coffee breaks and/or rest periods shall be allowed to continue but said coffee breaks and/or rest periods shall not exceed two (2) per day and no period shall exceed ten (10) minutes duration. The Department Head shall schedule coffee breaks and/or rest periods for all employees.

Section 9. Free health examinations will be given to an employee, when required by the County, to include lab, x-ray and Doctor's fee. The doctor will be selected by the County.

Section 10. The Employer and the CSEA reaffirm the concept of Central Maintenance as established in Board Resolution 230 of 1972. If it should be necessary for an employee to report to a new work site (e.g., Maplewood Manor, Solar Building, Outside Crew, etc.) on a regular basis, the selection of the employee(s) affected shall be made by the Deputy Commissioner of Buildings and Maintenance based on his determination of the qualifications and seniority of all employees of DPW Central Maintenance. If the qualifications are deemed to be equal, the least senior employee shall be moved.

ARTICLE XII

Layoff of Non-Competitive and Labor Class Employees

Section 1. Definitions

Seniority shall be defined as the length of continuous service with the Employer from the date of last hire of the employee(s).

Title Seniority shall be defined as the length of continuous service of an employee since date of last entry of such employee(s) into the title.

Departmental Seniority shall be defined as the length of continuous service of an employee since date of last entry of such employee(s) into the Department.

Days - Unless otherwise specified, for the purpose of this Article, days shall mean calendar days.

Section 2. Whenever positions in the non-competitive or labor class are abolished, layoffs shall be made among employees holding the same job title in the affected department in the inverse order of original appointment on a permanent basis in the classified service of Saratoga County. In instances where two or more employees have the same date of original appointment, their relative seniority shall be determined by the drawing of lots which shall be conducted under the supervision of the Saratoga County Personnel Officer with CSEA Unit President or designee as an observer.

Section 3. For the purposes of this Article, the original appointment of an employee shall mean the date of his first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis up to the time of the abolition of the position. Continuous service shall not be interrupted by any of the following circumstances:

- (A) Resignation of employee and reinstatement or reappointment to the classified service within one year.
- (B) Termination of an employee due to disability resulting from occupational injury as defined in the Workers' Compensation Law and subsequent reinstatement to County service.
- (C) A period of employment on a temporary or provisional basis or in the unclassified service immediately preceded and followed by permanent service in the classified service.
- (D) A leave of absence without pay which is granted pursuant to the rules of the Saratoga County Personnel Officer
- (E) Time spent on layoff status while awaiting a recall. Such time may not exceed four years or the date on which a recall is offered, whichever comes first.

Section 4 A. If an employee is laid off in his or her job title, the employee shall exercise his or her right to displace an employee in a lower job title who has less department seniority, provided that if there is a question regarding ability to do the job, the bumping employee shall be given a probationary period of up to thirty (30) calendar days to demonstrate his or her ability to do the job. Recalls shall be in the inverse order of layoff. The Employer shall notify the employee of his or her recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledge by the employee within seven (7) working days of receipt. If the employee does not acknowledge such notification within the above stated period and return to work upon a date designated by the Employer, he/she shall be considered to have resigned from his or her position with Saratoga County unless there are extenuating circumstances as determined by the Employer.

Section 4 B. All part-time and temporary employees in each title shall be laid off prior to the layoff of full-time employees. The layoff procedure for full-time employees as stated herein shall be used in the event of the layoff of any temporary and then part-time employees.

Section 4 C. Any employee(s) who is laid off and is able to bump into a lower title shall be slotted into the seniority list of the lower title in accordance with his or her departmental seniority. Any further layoff of an employee(s) shall be in accordance with the seniority of the employee(s) as provided in this subsection. If an employee(s) is recalled to the position(s) into which he or she bumped, the employee(s) shall be allowed to use his or her departmental seniority to prevent another layoff. In the aforementioned instance, an employee(s) shall not be forced to accept the recall to such position. The employee's refusal to accept the recall shall not prejudice his or her right to be recalled to the position(s) from which he, she or they were originally laid off. The Employer shall recall employees to positions as provided in Section 4A of this Article. When an employee(s) is recalled to the position from which he or she was originally laid off, the type of seniority described in Section 1 for an employee(s) shall be adhered to in case of any future layoffs.

Section 4 D. An employee who is laid off and bumps into a lower title shall be paid at a rate of pay in the lower title which is commensurate with the number of increments received by such employee when the layoff occurred or which is commensurate with the same relative position on salary schedule, including all longevity steps and increments or merit raises which the employee had attained when layoff occurred.

Upon being recalled to a position(s), the employee(s) recalled shall receive the rate of pay that he or she was receiving when the layoff occurred or if an increase has been provided, such employee(s), shall receive such increase in pay in addition to the aforementioned rate of pay. Such increase shall be added to the rate of pay.

Section 5. Seniority Lists:

In the event of a contemplated layoff, the Employer shall provide the Union with lists containing title, departmental and County-wide seniority dates of each employee not less than thirty (30) days prior to the date of the contemplated layoff.

Section 6. Notice of Layoff:

The Employer shall give the Union President thirty (30) days notice of layoff of an employee(s) in the bargaining unit and meet with the Union to discuss the anticipated layoffs if requested to do so by the Unit President or other representative of such Union.

Section 7. Coverage of Employees:

This Article shall apply only to those non-competitive and labor class employees who have not less than two (2) years of service.

ARTICLE XIII

Layoff of Competitive Class Employees

All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

ARTICLE XIV

Separability

Section 1 A. If any article or part thereof in this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement, or any addition thereto, shall not be affected.

Section 1 B. If a determination or decision is made as per (A) of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XV

Reciprocal Rights

The Employer recognizes the right of the employees to designate representatives of the CSEA Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Legislative Body upon request of the employees.

Section 1. The Employer and the CSEA shall so administer its obligations under this Contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, age, nationality, race or creed, color, disability or sexual orientation.

Section 2. The CSEA, Inc., shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The officers and agents of the CSEA, Inc., all have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and

conditions of this Contract. Prior to entering or at the time of entering the facilities of the Employer, the officers and/or agents of CSEA shall notify the Department Head or his/her designee if available of the visit.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of Government. Such free time, however, shall be charged against the time allowed by Article XV, Section 6, hereof.

Section 4. The CSEA agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will use their best endeavors to protect the interests of the County of Saratoga, to conserve the property, protect the public and to give service of the highest quality.

Section 5. Labor-management meetings may be called by Management or the Union at the request of the employee of any Department, not to exceed two per year, with two employee representatives from the Department. Should Management call for such a meeting, Union time shall not be charged. The Department Head will notify employee representatives within three days of the request for a meeting of the time and place for such meeting and hold the meeting not more than 10 working days following initial notification. CSEA and the County may each select a representative to appear at said hearing.

Section 6. The County of Saratoga shall allow representatives of CSEA a total of three hundred and twenty (320) hours per year for the purpose of conducting CSEA business. However, it must be limited to two hundred (200) hours for any one employee. They shall be compensated at their regular rate of pay for this time off. It is the responsibility of the employee to complete the necessary leave form furnished by the Employer which will give a 72-hour notice to his or her immediate supervisor. Provided, however, that where 72-hour notice is impracticable and there is good cause showing why the 72-hour notice could not be given, then a minimum of 24-hours notice to the supervisor must be given. The form will be forwarded by the supervisor to the appropriate Department Head, thereby properly notifying the Department Head. The Department Head will forward the form to the Personnel Officer, who will return copies as indicated on the form.

Section 7. The Employer shall supply the CSEA Unit President with 100 copies of this Contract.

Section 8. Safety:

The parties hereto agree and acknowledge the duty and obligation of the County to provide a safe working environment for all County employees. The parties also agree and acknowledge the duty and obligation of all County employees to abide by such standards and rules promulgated by the County and/or New York State Department of Labor (as may be applicable) to ensure such a safe working environment. The failure to observe and/or abide by such standards and rules may constitute a basis for disciplinary action by the County.

ARTICLE XVI

Past Practice Clause

All terms and conditions of employment previously granted to the employees by the Employer, unless specifically excluded by or in conflict with this Agreement, shall be continued except where it is determined by the Department Head that the work load or the efficiency of operations is impaired thereby. The "Employer" is defined as the Board of Supervisors and not the Department head.

ARTICLE XVII

Uniforms

Section 1. All employees of the Maplewood Manor (including store clerks), all Public Health Nurses, and all Home Health Aides, who are required to wear a uniform by the Employer and/or the State of New York shall receive a uniform allowance of two hundred (\$200) dollars per year effective January 1, 2001. Such allowance shall be paid to each employee by the first (1st) pay period in March.

Section 2. For first year employees, the pro rata uniform allowance will be paid on the first pay period in March of their second calendar year based upon their appointment date in the previous year as indicated below:

- | | | |
|-----|--------------------------|------|
| (a) | January 1 to March 31 | 100% |
| (b) | April 1 to June 30 | 75% |
| (c) | July 1 to September 30 | 50% |
| (d) | October 1 to December 31 | 25% |

Section 3. Employees authorized to receive a uniform allowance who take an unpaid leave of absence will have their adjusted uniform allowance determined by the following formula:

Uniform allowance divided by twelve, multiplied by number of months leave of absence, subtracted from total uniform allowance, equals adjusted uniform allowance. For purposes of this Section, one month shall be the equivalent of thirty calendar days, with each additional month being determined by the completion of each additional thirty calendar days.

Section 4. A safety shoe allowance of \$75 per calendar year effective January 1, 2000 shall be provided for operators and maintenance personnel in the Sewer District and all employees in D.P.W. except clerical. It is understood that it will be required for operators and maintenance personnel in the Sewer District and all D.P.W. employees except clerical to wear safety shoes when engaged in the performance of their duties as Saratoga County employees.

Section 5. A uniform laundry service will be provided for employees of the D.P.W. Building and Grounds Division. It is understood that those employees will be required to wear the uniform when engaged in the performance of their duties as Saratoga County employees. The uniform service is not available to D.P.W./Highway employees.

Section 6. Dietary Aides shall be furnished three (3) aprons in each calendar year.

ARTICLE XVIII

Grievances

Section 1. The grievance procedure for the employees in the bargaining unit shall be the following:

1. Definitions

As used herein, the following terms shall have the following meaning:

(a) "Employee" shall mean any person directly employed and compensated by the County of Saratoga, except persons employed in the legislative or judicial branch thereof.

(b) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Saratoga or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter which is otherwise reviewable

pursuant to law or any rule or regulation having the force or effect of law.

(c) "Department" shall mean any office, department, board, commission or other agency of the government of the County of Saratoga.

(d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance.

(e) "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rule or resolution of the Board of Supervisors as the head of a department, as defined in subdivision "c" hereof.

(f) "Decision" shall mean the ruling, determination or report or disposition made by an immediate supervisor, Department Head or grievance board after a grievance is heard or submitted as in this act provided.

(g) "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.

2. DECLARATION OF BASIC PRINCIPLE

Every employee of this County shall have the right to present his grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of grievance procedure. Should the employee choose not to be represented in such matter, he/she shall do so in writing with a copy going to the Union President.

3. INITIAL PRESENTATION

(a) An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within ten (10) days after the grievance occurs.

(b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.

(c) Within five (5) days after presentation of the grievance to him, the immediate supervisor shall make his decision and communicate

the same to the employee presenting the grievance, and to the employee's representative, if any.

4. SECOND STAGE

(a) If an employee presenting a grievance be not satisfied with the decision made by his immediate supervisor, he may, within five (5) working days thereafter, request a review and determination of his grievance by the Department Head. Such a request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Department Head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of his information concerning the specific nature of the grievance and the facts relating to it.

(b) The Department Head or his designee, may and at the request of the employee shall, hold an information hearing within seven (7) days after receiving the written request and statement from the employee. The employee and his representatives, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Department Head, or his designee, shall make his decision in writing and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

5. GRIEVANCE BOARDS

(a) A grievance board of three (3) members to be appointed by, and to serve at the pleasure of, the Chairman of the Board of Supervisors, is hereby established to hear appeals from decisions of department heads on grievances. In the event of the disqualification, unavailability or other disability of a member or members of the Grievance Board to hear a specific appeal, the Chairman of the Board of Supervisors is authorized to bring the Grievance Board to full complement for such case by appointing, temporarily, the necessary member or members.

Such Grievance Board shall have jurisdiction over grievances involving all County employees.

(b) A hearing of any matter before the respective grievance board may be conducted by any one or more members of the board, designated by the Board to act on its behalf; provided, however, that if less than the full board presides at such hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board and the full board shall thereupon make its report.

(c) Two concurring votes shall be necessary to determine any official report or action of the grievance board.

(d) Necessary funds, supplies, facilities and personnel to implement operation of the grievance boards shall be provided by the Board of Supervisors.

(e) The respective grievance board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this act. A complete and up-to-date set of such rules and amendments shall be kept on file in the County Clerk's Office.

6. APPEALS TO GRIEVANCE BOARDS

(a) An employee may appeal from the decision of the Department Head or designee of the Department Head within ten (10) days after the notice of such decision. The appeal shall be taken by submitting a written statement to the Grievance Board, and a copy of the Grievance Appeal shall be submitted to the Personnel Office signed by the employee taking the appeal, containing:

- (1) The name, residence address, and Department of employment of the employee presenting the grievance.
- (2) The name, residence address, and Department of employment of each other employee or official involved in the grievance.
- (3) The name and address of the employee's representative, if any, and his Department of employment if he be a fellow employee.
- (4) A concise statement of the nature of the grievance, the facts relating to it and the proceedings and decisions of the grievance up to the time of the appeal.
- (5) A request for a review of the decision of the Department Head or his nominee.

(b) The respective grievance board may request the Department Head to submit a written statement of facts, including a summary of the record of the hearings, if there was a hearing, and the original or a true copy of any other record or document used by the Department Head or his designee in making his decision. Such written request shall be submitted within ten (10) days after request by the grievance board.

(c) The respective grievance board shall hold a hearing within ten (10) days after receiving the written request for a review. It shall give at least three (3) days' notice in writing of the time and place of such hearing to the employee, the employee's representative, if any, and the Department Head or his designee, all of whom shall be entitled to be present at the hearing.

(d) The hearing on the appeal may be held in public or in private as determined by the grievance board.

(e) New evidence, testimony or argument, as well as any documents, exhibits, or other information submitted to the Department Head or his designee at the hearing held by him may be introduced at the hearing by the employee, by the Department Head, or his designee or upon the request of the grievance board.

(f) The hearing may be adjourned from time to time by the grievance board if in its judgment such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Department Head shall not be counted in determining the total days of adjournment as herein limited.

(g) The grievance board shall not be bound by formal rules of evidence.

(h) A written summary shall be kept of each hearing held by the grievance board.

(i) The grievance board shall make its report in writing within ten (10) days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the County Clerk and shall at the time send a copy of its report to the employee, the employee's representative, if any, and the Department Head. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.

7. ARBITRATION

If the CSEA Inc. is not satisfied with the decision of the Grievance Board and the CSEA Inc. determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chairman of the County Board of Supervisors within fifteen (15) working days of the decision at the Grievance Board stage.

Within five (5) working days after such written notice of submission to arbitration, the County Board of Supervisors or its designee and the CSEA Inc. will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable

to agree upon an arbitrator, or to obtain such a commitment within a specified period (five (5) working days from agreeing upon an arbitrator), a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The cost of the arbitrator shall be borne equally by both parties. The arbitrator's decision shall be sent to all parties involved in the grievance.

The arbitrator's decision will be advisory. Within ten (10) working days of the receipt of the arbitrator's decision, the Grievance Board shall meet and make a final determination on the grievance. The Grievance Board shall base its determination on the arbitrator's findings of fact and reasoning and shall submit such determination in writing to aggrieved and to the Saratoga County General Unit President.

8. WAIVER OR EXTENSION OF TIME; TIME FOR DISCUSSIONS AND HEARINGS.

(a) The time limitations for presentation and resolution of grievances as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.

(b) All discussions and hearings between an employee, his immediate supervisors, Department Head and grievance board shall, so far as practicable, be conducted during working hours.

(c) The CSEA unit president shall have the right to initiate a grievance at Step 2 of the grievance procedure which involves more than one unit member or employee. Such grievance shall contain a general description of the employees involved in the matter, including, if possible the name of such employees, the title and work location of such employees.

ARTICLE XIX

Discipline and Discharge

SECTION 1. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and

in place of procedures specified in Section 75, 76 and 77 of the Civil Service Law.

SECTION 2. All employees within the non-competitive and labor class of the County shall receive, after two (2) years of full-time consecutive service, access to this provision.

SECTION 3. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the County Personnel Officer and to the CSEA Unit President or his/her official designee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. In the event that an employee is to receive a penalty of suspension without pay or a penalty of termination, a pre-suspension or termination hearing will be held to comply with existing case law, which hearing will involve the County, the affected employee, and representative from the Union if the employee so elects. The purpose of this hearing is solely to comply with case law regarding the need for such a hearing prior to a suspension or termination of a tenured public employee. An employee must be served with a notice of discipline either personally or, if the employee is on a leave of absence or is unavailable due to an unauthorized leave of absence, then by certified mail, return receipt requested to the employee's last known residential address. A penalty may not be imposed for at least one working day after service is complete.

SECTION 4. If the employee disagrees with the disciplinary action imposed, the employee may submit a request for independent arbitration to make a binding determination. If CSEA does not support the employee's desire to contest the discipline and penalty at arbitration, the employee shall be responsible for his/her prorata share of the cost of the fees and expenses of the arbitrator. Failure to submit a written opposition within eight (8) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the matter will be settled in its entirety. Both parties agree to use the services of the New York State Public Employment Relations Board panel in the selection of the arbitrator. Subject to a mutual written agreement between the employee and the County Personnel Officer, the time limit herein above specified may be extended. The fees and expenses of the arbitrator shall be divided equally between the County and CSEA or the employee, as specified above.

SECTION 5. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Should the employee choose not to be represented in such matter, he/she shall do so in writing with a copy going to the Union President. Nothing contained herein shall be construed as limiting the

right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

SECTION 6. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XX

Miscellaneous

Section 1. The Employer agrees to provide Mobile Phone/Beepers to employees who are on call in the Child Welfare Division of the Saratoga County Department of Social Services and those on-call nurses in Saratoga County Public Health. The Employer shall pay the full cost of the Mobile Phone/Beepers.

Section 2. Employees in the Sewer District may apply to County designated physician(s) for medical authorizations to conduct an annual laboratory examination of blood, urine and stool to determine levels of bacteriological residue and/or toxicity. The County will assume the cost of such procedure not covered by the employee's health insurance coverage. It is understood that the procedure will be conducted during the non-working time of the employee, as scheduled by the laboratory.

Section 3. Food Maintenance Maplewood Manor:

The current food maintenance practice at the Maplewood Manor shall be modified effective June 1, 1981 in accordance with the following:

(A) Employees hired after 6/1/81 shall not be eligible for coverage under the Food Maintenance Policy.

(B) An annual option to participate or not participate in the Food Maintenance Policy shall be offered to all other employees, with such first option to take effect 6/1/81 and extend to 5/31/82.

(C) Costs of meals to employees (including costs of coffee and cold beverages) to be determined by the County and communicated each 5/15 to employees in advance of said option date. The basis for determining such meal price shall be shared with the CSEA.

(D) If the manner of food serving on the 3rd shift is violative of any sanitary law or regulations, the food maintenance will be abandoned on that shift.

Section 4. Education. Upon the prior approval of the Department head, an employee may be reimbursed sixty percent (60%) of the cost of college tuition up to a maximum of \$600.00 per semester effective 1/1/01, up to a maximum of \$700.00 per semester effective 1/1/02, and \$800 effective 9/13/05 with a maximum being two semesters per calendar year, provided the courses involved are job-related or part of a recognized degree program. No employee shall receive such reimbursement unless the employee receives a grade of C or better in said course. All such courses must be taken during other than normal duty hours and nothing in this section is intended to imply that employees will be given time off to attend college courses.

Section 5. Gender: any reference in this contract to the male gender, also refers to the female gender.

ARTICLE XXI

Transfers

Section 1. A transfer of employee shall be defined as the geographic movement of an employee from one work site to another within Saratoga County within the same job title or classification except within the Village of Ballston Spa, New York.

Section 2. The Employer shall be allowed to make permanent transfers only through a bidding process. The Employer shall announce the existence of the transfer for ten (10) days. At the end of such period, the Employer shall select one of the applying employees. The major factor in making such selection shall be the length of continuous service of each applying employee. The most senior applying employee shall generally receive the transfer.

Section 3. The Employer shall be allowed to transfer an employee(s) from one job site to another when an emergency exists for up to ten (10) **work** days duration. The employee involved in such a transfer shall be compensated for any additional mileage involved in traveling from his home to the temporary work site in accordance with Section 3 of Article XI.

Section 4. Transfers mandated by the elimination of work sites or job titles shall be made in accordance with the layoff procedures contained in this Agreement. Transfers caused by the creation of work sites or job titles shall be made in accordance with Section 2 of this Article.

Section 5. If no one applies for the transfer, the Employer shall offer the position to employees in lower titles as a promotion by again posting the position for ten (10) days. The Employer shall select an employee based on qualifications and seniority. If the qualifications of the applying employees are equal, the applying employee with the most seniority shall receive the promotion.

Section 6. All employees hired by the Department of Motor Vehicles on or after January 1, 1991, may be temporarily transferred to any one of the Department's substations, upon notice by the Department Head, for a period exceeding ten (10) days, but less than permanent. An employee that is involved in a temporary transfer shall be compensated for any additional mileage involved in traveling from his/her home to a substation in accordance with Section 3 of Article XI.

ARTICLE XXII

Employee Evaluations

Section 1. Effective July 2, 1977, all employees of Saratoga County except hourly DPW/Highway employees are subject to an annual performance evaluation by Department Heads. An Employee Performance Evaluation form will be used for this purpose and is set forth in Appendix C of this contract. A copy of the annual evaluation will be filed with the County Personnel Officer and be made a part of the employee's permanent record.

If the employee is not satisfied with evaluation, the employee may seek redress through the grievance procedure contained in this contract. The use of the grievance procedure shall be limited to an employee who has received less than a satisfactory rating. The employee shall receive a copy of the evaluation upon its review with the employee's supervisor.

Section 2. An employee shall have the opportunity to review their official personnel folder kept on file in the County Personnel Office, in the presence of an appropriate official of the Personnel Department and the employee's Union representative. Such access shall not extend to confidential pre-employment reference material.

ARTICLE XXIII

Due Process Hearings

Where the County is required to negotiate the procedures for a due process hearing, the following shall be the negotiated procedure utilized:

The County may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. All parties to the hearing shall have the right to be represented by counsel at their own expense. The CSEA Unit President shall be notified that a hearing will be held and the subject matter of the hearing. The award may be appealed by the County or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a County employee provided such employee is unrelated to the case.

ARTICLE XXIV

Mandatory Legislative Clause

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXV

Zipper Clause

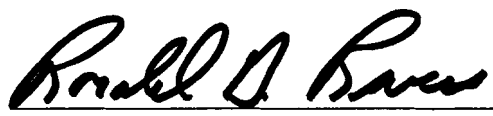
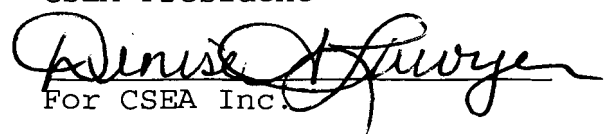
This Agreement is the entire Agreement between the County and the CSEA, terminates all prior Agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE XXVI

Term of Contract

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 2005 AND SHALL TERMINATE AT THE CLOSE OF BUSINESS ON DECEMBER 31, 2009.


FOR THE COUNTY OF SARATOGA


CSEA President

For CSEA Inc.

2007 SALARY APPENDIX A

SCHEDULE FOR EMPLOYEES HIRED PRIOR TO 7/2/77

BASE	1st	2nd	3rd	4th	5th	7th	9th	11th	18th	24th
49,685	50,358	51,039	51,729	52,402	53,089	53,769	54,444	55,125	55,812	56,494
46,975	47,639	49,492	49,002	49,685	50,371	51,045	51,729	52,408	53,095	53,769
41,969	42,636	43,324	44,011	44,692	45,366	46,055	46,731	47,415	48,091	48,778
41,249	41,922	42,603	43,292	43,973	44,647	45,328	46,015	46,697	47,370	48,059
39,702	40,383	41,063	41,738	42,425	43,106	43,788	44,462	45,143	45,830	46,509
38,604	39,278	39,960	40,640	41,322	42,009	42,689	43,350	44,038	44,730	45,394
34,178	34,869	35,550	36,230	36,905	37,586	38,267	38,955	39,628	40,308	40,983
32,746	33,433	34,121	34,795	35,470	36,151	36,826	37,514	38,188	38,868	39,548
31,893	32,572	33,261	33,935	34,609	35,296	35,977	36,658	37,339	38,015	38,701
31,676	32,356	33,043	33,717	34,391	35,079	35,760	36,441	37,121	37,797	38,485
30,096	30,774	31,457	32,145	32,831	33,492	34,178	34,869	35,542	36,223	36,905
30,062	30,743	31,431	32,117	32,779	33,466	34,155	34,834	35,517	36,191	36,872
29,586	30,267	30,942	31,629	32,317	32,984	33,665	34,351	35,034	35,715	36,387

2007 SALARY APPENDIX A

SCHEDULE FOR EMPLOYEES HIRED AFTER 7/2/77

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
54176	54686	55195	55712	56221	56723	57554	58390	59216	60042	60874
53471	53982	54490	55007	55517	56019	56849	57685	58511	59337	60169
52499	53009	53524	54033	54544	55046	55885	56705	57530	58357	59191
51918	52435	52943	53460	53961	54477	55310	56130	56964	57784	58616
51059	51562	52078	52588	53101	53605	54439	55272	56098	56915	57750
50240	50749	51266	51773	52277	52793	53619	54445	55278	56111	56944
50060	50570	51086	51595	52098	52613	53438	54266	55099	55932	56765
49685	50200	50715	51218	51729	52237	53062	53896	54728	55555	56389
48375	48873	49367	49860	50348	50847	51654	52447	53262	54067	54901
48223	48738	49247	49757	50259	50776	51608	52429	53267	54102	54934
47811	48329	48836	49347	49856	50371	51191	52032	52852	53678	54511
46975	47483	47992	48507	49029	49538	50371	51198	52032	52864	53698
46927	47443	47951	48460	48970	49485	50279	51145	51971	52793	53626
46887	47397	47906	48415	48931	49440	50273	51099	51911	52744	53577
45492	46002	46517	47019	47535	48049	48876	49697	50530	51356	52188
45228	45726	46220	46715	47202	47701	48507	49300	50115	50920	51754
45003	45518	46027	46537	47053	47556	48388	49215	50041	50867	51702
44946	45459	45970	46471	46985	47502	48314	49149	49975	50808	51642
44369	44878	45381	45895	46413	46915	47747	48574	49400	50234	51066
44164	44674	45182	45699	46209	46710	47542	48378	49204	50029	50862
44104	44613	45127	45645	46153	46657	47488	48308	49142	49968	50800
42822	43338	43853	44369	44878	45381	46214	47039	47879	48705	49537
42147	42646	43139	43632	44121	44619	45426	46219	47034	47839	48673
41969	42465	42980	43495	44011	44525	45347	46176	47006	47834	48667
41772	42266	42783	43299	43813	44316	45143	45975	46809	47629	48462
41249	41750	42258	42775	43292	43807	44627	45459	46280	47105	47939
41216	41717	42233	42749	43265	43761	44594	45421	46253	47078	47912
40780	41288	41796	42313	42807	43324	44164	44984	45811	46643	47475
40587	41101	41611	42121	42624	43138	43978	44792	45623	46452	47285
39702	40209	40719	41234	41738	42247	43084	43899	44739	45565	46398
39178	39694	40201	40713	41227	41724	42564	43389	44217	45044	45877
38980	39497	39998	40514	41016	41526	42365	43171	44011	44844	45678
38604	39105	39622	40130	40640	41155	41988	42797	43634	44467	45302
38432	38945	39450	39960	40468	40978	41811	42624	43462	44297	45130
38129	38643	39145	39662	40169	40673	41512	42323	43159	43991	44825
37923	38439	38955	39456	39965	40473	41307	42141	42955	43787	44622
37779	38286	38802	39316	39822	40335	41155	41995	42802	43634	44467
37348	37855	38379	38888	39404	39919	40746	41573	42404	43239	44071
37189	37705	38219	38709	39226	39733	40568	41387	42220	43052	43887
37009	37525	38041	38530	39046	39555	40390	41216	42041	42875	43708
36356	36855	37349	37842	38329	38828	39635	40429	41244	42049	42882
35946	36456	36971	37480	37983	38497	39333	40163	40978	41811	42644
35768	36276	36792	37302	37803	38318	39151	39987	40797	41626	42458
35299	35814	36323	36826	37343	37855	38676	39510	40342	41168	42002
35055	35561	36071	36580	37089	37599	38432	39264	40084	40910	41745

2007 SALARY APPENDIX A

SCHEDULE FOR EMPLOYEES HIRED AFTER 7/2/77

BASE	1st	2nd	3rd	4th	5th	7th	10th	15th	18th	24th
34338	34848	35358	35867	36375	36885	37718	38551	39366	40196	41030
34319	34823	35338	35840	36356	36865	37700	38519	39343	40178	41012
34178	34697	35204	35715	36230	36733	37565	38399	39218	40051	40883
34094	34604	35106	35615	36124	36634	37467	38300	39133	39965	40797
34014	34530	35046	35550	36064	36567	37400	38234	39060	39885	40719
33804	34319	34823	35338	35840	36356	37183	38002	38828	39662	40495
33646	34162	34676	35179	35694	36198	37030	37855	38684	39515	40349
33486	34002	34517	35027	35535	36046	36872	37705	38525	39356	40191
33321	33837	34351	34869	35371	35881	36707	37539	38367	39193	40026
33315	33832	34346	34863	35363	35873	36699	37534	38352	39183	40018
33240	33757	34272	34789	35290	35799	36624	37459	38278	39110	39943
33063	33579	34077	34579	35094	35615	36435	37261	38088	38923	39756
32746	33262	33776	34286	34795	35299	36124	36957	37785	38616	39451
32565	33084	33599	34108	34618	35120	35920	36779	37604	38439	39272
32507	33024	33513	34029	34544	35061	35887	36707	37539	38367	39201
32290	32779	33294	33809	34328	34834	35655	36481	37315	38140	38973
31986	32501	33017	33507	34022	34538	35363	36198	37024	37849	38683
31893	32399	32917	33433	33949	34450	35270	36103	36938	37764	38599
31886	32394	32912	33426	33942	34445	35265	36091	36924	37757	38589
31767	32277	32774	33288	33804	34319	35140	35966	36792	37620	38454
31676	32184	32700	33214	33717	34219	35061	35887	36720	37553	38386
31431	31945	32449	32950	33466	33980	34809	35636	36456	37281	38115
31172	31682	32197	32713	33229	33725	34551	35384	36211	37044	37876
31165	31676	32184	32700	33214	33712	34544	35377	36204	37036	37871
31138	31649	32163	32678	33196	33685	34525	35351	36183	37018	37850
30996	31494	31987	32480	32968	33465	34273	35067	35881	36685	37519
30267	30774	31291	31800	32317	32831	33646	34477	35304	36131	36965
30147	30657	31160	31676	32179	32700	33513	34346	35174	35999	36832
30096	30604	31115	31629	32145	32661	33474	34312	35133	35966	36799
30062	30571	31087	31602	32117	32606	33448	34273	35106	35932	36765
29971	30478	30974	31482	31999	32514	33335	34168	34993	35820	36653
29916	30427	30934	31450	31966	32481	33294	34135	34954	35781	36614
29859	30367	30881	31397	31893	32399	33242	34055	34887	35722	36555
29586	30096	30604	31115	31629	32145	32964	33798	34624	35442	36274
29546	30062	30577	31092	31607	32125	32950	33783	34618	35442	36274
29117	29625	30134	30644	31153	31654	32496	33315	34147	34981	35814
28283	28793	29308	29816	30333	30841	31654	32496	33315	34147	34981
27781	28283	28787	29286	29791	30295	31087	31913	32719	33525	34359
25478	25907	26356	26785	27237	27664	28372	29094	29795	30509	31341
24310	24741	25189	25618	26070	26498	27207	27926	28628	29341	30175

APPENDIX B

EVALUATION FOR EMPLOYEES HIRED AFTER 7/2/77

1. Definitions

Meritorious Rating - A meritorious rating is an overall point rating of more than 28 points with no single category rated as unacceptable.

Satisfactory Rating - A satisfactory rating is an overall point rating of between 22 and 27 points with no single category rated as unacceptable.

Unsatisfactory Rating - An unsatisfactory rating is an overall point rating of less than 22 points or an unacceptable rating in any category.

Anniversary Date - The anniversary date is based on the employees first date of permanent employment on a continuous basis in Saratoga County. As such, work performed as a provisional or temporary employee will not count toward the employee's original date of hire.

Department Head - For purposes of the evaluation system, Department Heads are those persons so designated by the Board of Supervisors as the ultimate supervisor of the employee involved, whose ratings are not subject to further review.

Days - Days shall mean all days other than Saturdays, Sundays and legal holidays.

2. Procedures to be followed

A. Insofar as possible, each employee shall be hired at the base salary for the position to be encumbered as stated in the compensation plan in effect when the employee is hired. If it is necessary to hire an employee at a salary higher than the base salary, the employee shall only be entitled to receive the remaining merit and longevity increases as provided in Article 3, Section 4 and Article 4, Section 3.

B. Four (4) months prior to each successive date of hire of each employee covered under this appendix, the Department Head shall evaluate the employee in accordance with the form contained in Appendix C. Within ten (10) days after the aforementioned date, the Department Head shall deliver a copy of the evaluation to the employee indicating the overall rating. All ratings should be accompanied by a written documentation and must deal solely with the factors set forth on the aforementioned evaluation form.

EMPLOYEE: _____

TITLE: _____

DEPARTMENT: _____

SALARY: \$ _____

ANNIVERSARY DATE: _____

EVALUATION DUE DATE: _____

RATING PERIOD FROM: _____ TO: _____

TYPE OF EVALUATION MERIT _____ ANNUAL _____ PROBATIONARY _____

CATEGORY

1. JOB KNOWLEDGE

SUPERIOR	ABOVE AVERAGE	AVERAGE	NEEDS IMPROVEMENT	UNACCEPTABLE
4 _____	3 _____	2 _____	1 _____	0 _____

Appraise how well employee understands job duties and responsibilities.

COMMENTS:

2. PRODUCTIVITY

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

Evaluate the volume of work or service in relation to department standards.

COMMENTS:

3. ACCURACY

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

Appraise overall quality of work.

COMMENTS:

4. DEPENDABILITY

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

Rate the ability to assume responsibility and carry out instructions in a reliable manner.

COMMENTS:

5. COURTESY

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

Rate the degree of courteousness with clients, public and co-workers.

COMMENTS:

6. INITIATIVE

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

Rate how well the employee originates action beyond the scope of responsibilities.

COMMENTS:

7. ATTENDANCE

4 _____	3 _____	2 _____	1 _____	0 _____
-----------	-----------	-----------	-----------	-----------

To what degree does the employee report for work regularly, understand and follow attendance rules.

COMMENTS:

CATEGORY

	SUPERIOR	ABOVE AVERAGE	AVERAGE	NEEDS IMPROVEMENT	UNACCEPTABLE
8. PUNCTUALITY	4	3	2	1	0

Rate punctuality for the rating period.

COMMENTS:

9. COOPERATION/TEAMWORK	4	3	2	1	0
--------------------------------	---	---	---	---	---

Rate ability and willingness to work cooperatively with co-workers, supervisor and other agencies.

COMMENTS:

10. DECISIVENESS	4	3	2	1	0
-------------------------	---	---	---	---	---

Evaluate individual's ability to make decisions and accept responsibility for them.

COMMENTS:

11. COMMUNICATIONS	4	3	2	1	0
---------------------------	---	---	---	---	---

Evaluate ability to express self verbally and in writing, ability to follow instructions.

COMMENTS:

TOTAL PERFORMANCE RATING POINTS: _____

COMPLETED BY: _____

DATE: _____

PERFORMANCE RATING

_____ Meritorious

_____ Satisfactory

_____ Unsatisfactory

My supervisor has discussed this performance evaluation with me. In signing this report, I am only acknowledging my awareness of the comments and do not necessarily agree or disagree with the final assessment.

Employee Signature: _____

DATE: _____

COMMENT: _____

Department Head Signature: _____

DATE: _____

COMMENT: _____

WITNESS STATEMENT

The foregoing evaluation was discussed with _____ on _____.

Signature of witness (if necessary): _____

Refer to the Policy and Procedures Manual for instructions. Attach additional sheets of paper if needed.
Retain one copy for department records and return original to Personnel Office.

APPENDIX D

POSITIONS EXCLUDED FROM THE BARGAINING UNIT

ELECTED OFFICIALS, DEPARTMENT HEADS AND MANAGERIAL POSITIONS

Clerk to Board of Supervisors	Assistant Public Defender(s)
	Coroners (2)
Director of Real Property Services	Commissioner of Social Services
County Clerk	Nursing Home Administrator
County Treasurer	Accountant Maplewood
	Medical Director(s)
Director of General Services/ Contract Administrator	Director of Planning
County Attorney	Commissioner of Public Works
Assistant County Attorney(s)	Director, Youth Bureau
Deputy Commissioner Bldg. & Maint.	Commissioner of Elections (2)
Employment & Training Program Director	Deputy Commissioner of Elections (2)
County Historian (PT)	Deputy County Treasurer
Director of Veterans' Service	Executive Director of Saratoga County Sewer District
Director of Weights & Measures	
County Auditor	
Director of Probation	Director of Emergency Services
District Attorney	Director of Office for Aging
1st Assistant District Attorney	Director of Patient Services
Assistant District Attorney	Deputy Clerk of the Board
Deputy County Clerk (2)	Management Analyst

County Administrator	Research Assistant to County Administrator
Personnel Director	Personnel Associate
Self-Insurance Specialist	Personnel Safety & Health Coordinator
	Lead Systems Analyst
Director of Environmental Services	Assistant Social Services Attorney
Director of Finance	Animal Shelter Supervisor
Assistant Employment & Training Program Director II	Deputy Commissioner of Social Services
Director of Social Services	Director of Nursing Services
Deputy Director of Probation	
	Ass't Director Mental Health
Associate Psychiatrist	Associate Engineer
Supervisor Psychologist	Deputy Commissioner of Highways
Administrative Officer (Mental Health)	Chief Sewage Treatment Plant Operator
Ass't Director of Real Property	Ass't Director Patient Services
Deputy Commissioner of Solid Waste	Recycling Coordinator
Public Defender	

CONFIDENTIAL POSITIONS

<u>DEPARTMENT HEAD</u>	<u>TITLE</u>
Clerk of the Board	Legislative Clerk Confidential
County Auditor	Principal Account Clerk
County Attorney	Confidential Secretary to County Attorney

Commissioner of Public Works	Confidential Secretary DPW
Commissioner of Social Services	Confidential Secretary to Commissioner of Social Services
Executive Director of Sewer District	Senior Account Clerk 9/13/05 Return to CSEA when next vacant
Personnel Officer	Personnel Assistant (2) Confidential Secretary to Personnel Officer Senior Account Clerk Personnel Clerk (2) Information Processing Specialist Account Clerk
Nursing Home Administrator	Confidential Secretary to Nursing Home Administrator
District Attorney	Confidential Secretary
County Administrator	Confidential Secretary
Public Defender	Confidential Secretary
Treasurer	Confidential Secretary Payroll Clerk

APPENDIX E

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

ARBITRATION PANEL

In the Matter of the Arbitration Between

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC, LOCAL 846, AFL-CIO

CONSENT AWARD

-and-

COUNTY OF SARATOGA

CASES NO.

A2005-475

A2005-473

A2005-474

A2006-113

Grievants: CLASS ACTION

Having heard the positions of the parties and having reviewed the Association's grievances, the County's responses, the January 1, 2000 - December 31, 2004, CBA, and the Memorandum of Agreement dated August 30, 2005, I hereby Award the following:

1. In accordance with the Association's interpretation of the Memorandum of Agreement between the County and Association, any employees hired after July 2, 1977, whose salary is less than \$30,000 as provided in the "Base" column of the Saratoga County Compensation Schedule, shall be entitled to reimbursement from the County for the increase of co-pays for physician/office visits and/or prescription drugs, up to \$400.00 per year.
2. Regardless of whether a dental insurance percentage contribution was negotiated and should have appeared in the 2000-2004 CBA, it is clear that the County has been making those deductions for a period in excess of five years; the grievance filed on March 8, 2006, far exceeds the time period

provided in the CBA for bringing grievances from a time when the Association knew or should have known the deductions were being made by the County. The grievance relating to the dental insurance premiums, PERB A2006-113, is dismissed with prejudice.

3. It appears that the practice with respect to paying upgrades retroactive to the effective date of the contract has varied from one contract period to another, sometimes by express agreement but also depending on the date of ratification in relation to the effective date of the contract. The County will pay to those employees whose titles are listed in Appendix "D" to the Memorandum of Agreement between the County and the Association, fifty (50%) percent of the amount they would have otherwise received had their salaries been upgraded retroactively to the effective date of the CBA (January 1, 2005), as opposed to the date the CBA was approved.
4. The County will provide both active Association represented employees and retirees with the option of enrolling in the indemnity health insurance plan with or without the drug card during the open enrollment period of November 1, 2007 – November 30, 2007. During such open enrollment period, the active employees and retirees will have the option on enrolling in the indemnity health insurance plan without such drug card. However, any employees or retirees who already chose to enroll in the POS plan are now prohibited from enrolling in the indemnity health insurance plan.
5. In accord with paragraph 4, above, the option provided to the active employees and retirees concerning the indemnity plan and the drug card will be a one-time option during the open enrollment period between November 1, 2007 – November 30,

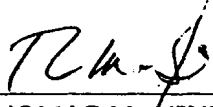
2007. Once active employees and current retirees have chosen from the options available to them, that being either the indemnity plan with the drug card or the indemnity plan without the drug card, the employees and retirees will be provided such insurance pursuant to that option. After the open enrollment is closed on November 30, 2007, no employees will be provided the option of having the indemnity health insurance plan without a drug card as set forth in the CBA between the parties. In other words, after the open enrollment period closes on November 30, 2007, all active Association represented employees and retirees will only be entitled to enroll in the indemnity plan with the applicable drug card. Moreover, employees and retirees who chose the POS plan will have a drug card as part of such plan. However, any active employees who are currently receiving a buy-out "in lieu of" insurance coverage through the County pursuant to the CBA will retain the right to one final opportunity to opt into any of the three types of insurance currently available, namely: POS plan with drug card, Indemnity plan with drug card, or Indemnity plan without card. This right to opt-in at some point in the future is not limited to or foreclosed by the November 1, 2007 – November 30, 2007, open enrollment period as that period applies to other Association represented employees and retirees.

6. In accord with paragraphs 4 and 5, above, during the open enrollment period between November 1, 2007 – November 30, 2007, the county will provide guidance and direction on the impact of the indemnity plans with and without the drug card so that current employees and retirees can review the options available to them and make an informed decision on which option they want to chose.

This Consent Award resolves the four outstanding grievances referenced hereinabove finally and fully.

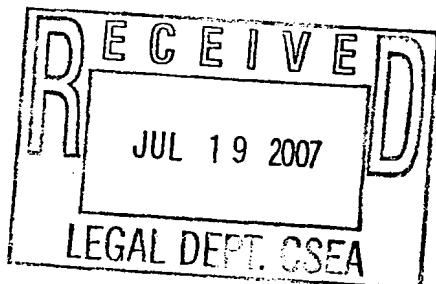
STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

I, Thomas M. Hines, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the Instrument, which is my Award.



THOMAS M. HINES
ARBITRATOR

DATED: July 17, 2007
Albany, New York




Side Letter Number 1

This document will serve as a side letter to the 1988-1990 contract between CSEA and Saratoga County and will explain the parties interpretation of Article XV, Section 6. The parties agree that where Saratoga County requests the presence of any Unit official to attend labor-management meetings or other meetings as the representative of CSEA (not in capacity of an employee of Saratoga County), then the time spent in attendance at such meetings will not be deducted pursuant to this section.



Saratoga County

Saratoga County



CSEA

CSEA

C120994asn1

Side Letter Number 2.

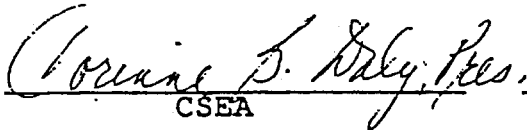
This document will serve as a side letter to the 1995-1999 contract between CSEA and Saratoga County and will explain that the parties mutually agree that upon implementation of a computer system to efficiently maintain the County's payroll system, the two parties will meet and discuss the following matters:

1. The possibility of additional "authorized deductions" being taken from an employee's salary;
2. The possibility of the County furnishing to CSEA a list of all permanent County employees including their name, address, job title, work address, permanent date of hire, bargaining unit status, Union membership status and gross salary, whenever requested but no more than three (3) times annually; and
3. The possibility of having the County provide information concerning time accrual status in conjunction with the issuance of an employee's paycheck.


Saratoga County

Saratoga County

4-25-95
Dated


CSEA

CSEA

4-25-95
Dated

Side Letter Number 3

This document will serve as a side letter to the 1991-1994 contract between CSEA and Saratoga County and will explain the parties mutually agree that the following additional changes will occur in the Saratoga County Health Plan:


Effective 1/1/91, the Saratoga County Health Plan shall be amended to provide that the following benefits shall be changed:

1. The plan shall have a \$2,000 annual co-insurance waiver provision.
2. Psychiatric coverage under the plan will be limited to \$5,000 annually.
3. The plan will provide for hospice coverage.
4. The lifetime maximum amount of coverage shall be increased from \$250,000 to \$1,000,000.


Saratoga County

Saratoga County

4-25-95
Dated


CSEA

CSEA

4-25-95
Dated

Side Letter Number 4.

This document will serve as a side letter to the 1991-1994 contract between CSEA and Saratoga County and will explain that the parties mutually agree that effective January 1, 1991, the release time procedure for a Union president to engage in Union activities will be as follows:

1. An employee who has been elected Union president will be allowed up to a 3 hour block of time per day in order to have the ability to perform his/her Union responsibilities as delineated in Article XI, Section 6, of the Agreement, as well as in the side letter to the 1988-1990 Agreement. During this period, his/her department head may not assign that employee any functions that would come into conflict with his/her Union obligations. However, if the employee is not engaged in Union activities during that time he/she must perform his/her regularly scheduled duties. Lastly, it is during this time frame that the Union president may engage in telephone conversations concerning his/her Union responsibilities.

2. If during the permitted period the Union president is needed to perform his/her Union responsibilities away from his/her work station, he/she must submit a request for release time slip to the Personnel Director. Upon receiving this request, it is the Personnel Director who makes the decision whether to grant the Union president permission to be released from his/her regular scheduled duties. If such request is granted, the Personnel Director will endeavor to notify the employee's Department Head 24 hours in advance of the release time being taken.

3. The Personnel Director or his designee shall be responsible for administering the Union leave provisions, rights, responsibilities on behalf of the County and the employee's Department Head may in no manner interfere with the Personnel Director's decision.

4. This side letter may be withdrawn by either party at any time after discussions of concern have taken place and remain unresolved.


Saratoga County

Saratoga County

4-25-95
Dated


CSEA

CSEA

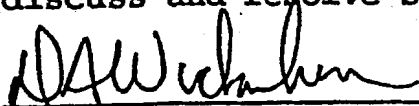
4-25-95
Dated

Side Letter Number 5

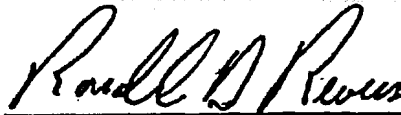
SIDE LETTER AGREEMENT
BY AND BETWEEN THE
COUNTY OF SARATOGA AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

The parties also recognize and agree that the Association and the County can use the Labor Management Committee established by Article XV Section 5 of the Agreement to discuss health insurance and other insurance issues relevant to the parties. More specifically, the parties agree that, at the request of either the Association or the County, labor management meetings can be called at least four times per year for the purpose of discussing issues or concerns that the parties have relating to health insurance plan, policies or revisions thereto.

The parties agree that if the premium applicable to the POS health insurance option exceed the premiums for the County's indemnification health insurance plan, the parties will meet in joint session(s) to discuss and resolve such issue.



FOR THE COUNTY OF SARATOGA



FOR THE CIVIL SERVICE EMPLOYEES
ASSOCIATION

**SIDE LETTER AGREEMENT
BY AND BETWEEN THE
COUNTY OF SARATOGA AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

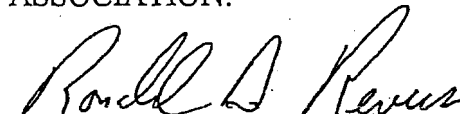
This Side Letter Agreement will confirm that the County will continue its practice of paying employees the appropriate shift differential pursuant to Article VI, Section 3 of the Agreement, for any time employees work into the afternoon (3:00 p.m. to 11:00 p.m.) or night (11:00 p.m. to 7:00 a.m.) shift. For example, an employee who normally works the day shift (7:00 a.m. to 3:00 p.m.) who works one (1) hour into the afternoon shift will be paid the 3 1/2% shift differential for the one hour work into the afternoon shift.

FOR THE COUNTY OF SARATOGA:



Dated: 7/7/08

FOR THE CIVIL SERVICE EMPLOYEES'
ASSOCIATION:



Dated: 7/2/08

SIDE LETTER AGREEMENT

BY AND BETWEEN
THE COUNTY OF SARATOGA
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

This Side Letter Agreement will confirm the parties understanding with respect to the approval and/or cancellation of vacation requests at the Health Related Facility and County Infirmary. The parties recognize that the approval of vacation requests are contingent upon nursing and staffing coverage. Moreover, the parties recognize that vacation requests which are initially approved may be subsequently canceled if the County determines that patient needs require such cancellation.

This side Letter Agreement is meant to supplement the provisions set forth in Article IX of the Agreement; it is not meant to contradict or substitute the provisions therein.

FOR THE COUNTY:

W. L. D. Baker

FOR THE ASSOCIATION:

Randall D. Revers

SIDE LETTER AGREEMENT BY AND BETWEEN
THE COUNTY OF SARATOGA AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000 AFSCME AFL-CIO

Effective 1/1/06 those employees whose base pay remains under \$30,000 these employees shall be held harmless regarding any increases in the Blue Shield NENY co-pays. These employees shall pay the increase when service rendered and, thereafter, request reimbursement from Saratoga County for such expense. These requests for reimbursement shall be permitted once per calendar quarter (4 times per year), up to a maximum reimbursement of \$400.00 per calendar year.

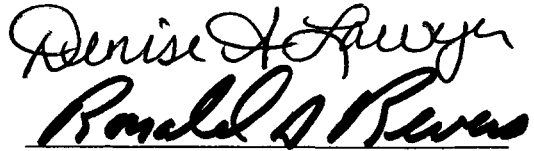
FOR THE COUNTY:



DATED: _____

7/28/07

FOR THE ASSOCIATION:



DATED: _____

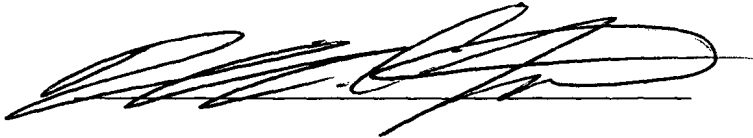
7-27-07

Side Letter Number 9

SIDE LETTER AGREEMENT BY AND BETWEEN
THE COUNTY OF SARATOGA AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000, AFSCME AFL-CIO

Upon ratification/approval of the agreement, Maplewood Manor and Saratoga County shall agree to hire the following nursing positions at base pay: LPN and CNA. Hiring rates for all other nursing positions shall remain at the County's discretion.

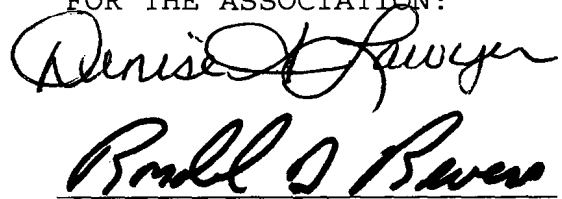
FOR THE COUNTY:



DATED:

7/28/07

FOR THE ASSOCIATION:



DATED:

7-27-07

NOTES